

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9		PAGE 1 OF 60 PAGES			
2. CONTRACT NO.		3. SOLICITATION NO. H92222-17-R-0003		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 26 Apr 2017		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY HQ USSOCOM SOF-AT&L-K ATTN: KELLY L. MCNEILL 7701 TAMPA POINT BLVD MACDILL AFB FL 33621 CODE H92222 TEL: 813-826-5472 FAX:				8. ADDRESS OFFER TO (If other than Item 7) See Item 7 CODE TEL: FAX:							
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>See Section L</u> until <u>12:00 PM</u> local time <u>29 Jun 2017</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE (Include area code) (NO COLLECT CALLS)				C. E-MAIL ADDRESS			
11. TABLE OF CONTENTS											
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION		PAGE(S)		
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OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE			
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY		CODE			
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE			

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section A - Solicitation/Contract Form

MIN & MAX

This RFP is for a five year Indefinite Delivery Indefinite Quantity (IDIQ) contract with Firm Fixed Price (FFP) Contract Line Items (CLINS). The minimum contract value to be obligated is \$150,000.00. There are NO orders guaranteed above the stated minimum. The quantities listed below are for administrative purposes and do not reflect the actual order quantities. The maximum contract value is \$95,000,000.00, which may consist of any combination of CLINs and quantities.

To facilitate Delivery Order execution, the variations of the items listed in the solicitation (CLINs 1001-1024) are included within Attachment 05 Price Matrix. The five year ordering period is as follows:

Year 1 Ordering Period Pricing –2017 – 2018 (specific dates to be filled in at contract award)
Year 2 Ordering Period Pricing –2018 – 2019 (specific dates to be filled in at contract award)
Year 3 Ordering Period Pricing –2019 – 2020 (specific dates to be filled in at contract award)
Year 4 Ordering Period Pricing –2020 – 2021 (specific dates to be filled in at contract award)
Year 5 Ordering Period Pricing –2021 – 2022 (specific dates to be filled in at contract award)

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001	Contract Data Requirements List (CDRLs) FFP CDRLS shall be in accordance with A001 through A011. These shall be Not Separately Priced and included in the prices of the production CLINs as annotated within each CDRL. Ordering Period 1-5 FOB: Destination	1	Lot		
					<hr/>
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002	Ballistic Helmet FFP Contractor shall provide Ballistic Helmet IAW Attachment 1 Performance Specification and Exhibit A CDRLs. See Attachment 05 for ELIN unit cost breakout. 5 Year Ordering Period FOB: Destination	UNDEFINED	Each		
					<hr/>
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1003	Bump Helmet FFP Contractor shall provide Bump Helmet IAW Attachment 1 Performance Specification and Exhibit A CDRLs. See Attachment 05 for ELIN unit cost breakout. 5 Year Ordering Period FOB: Destination		Each		
					<hr/>
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1004	Helmet Suspension System FFP Contractor shall provide Helmet Suspension System IAW Attachment 1 Performance Specification and Exhibit A CDRLs. See Attachment 05 for ELIN unit cost breakout. 5 Year Ordering Period FOB: Destination		Each		
					<hr/>
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1005	Helmet Retention System-Right Eye Domina FFP Contractor shall provide Helmet Retention System-Right Eye Dominant IAW Attachment 1 Performance Specification and Exhibit A CDRLs. See Attachment 05 for ELIN unit cost breakout. 5 Year Ordering Period FOB: Destination	UNDEFINED	Each		
					<hr/>
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1006	Helmet Retention System-Left Eye Dominan FFP Contractor shall provide Helmet Retention System-Left Eye Dominant IAW Attachment 1 Performance Specification and Exhibit A CDRLs. See Attachment 05 for ELIN unit cost breakout. 5 Year Ordering Period FOB: Destination	UNDEFINED	Each		
					<hr/>
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1007	Helmet Comfort Pad Set FFP Contractor shall provide Helmet Comfort Pad Set IAW Attachment 1 Performance Specification and Exhibit A CDRLs. See Attachment 05 for ELIN unit cost breakout. 5 Year Ordering Period FOB: Destination		Each		
					<hr/>
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1008	Replacement Fitband FFP Contractor shall provide Replacement Fitband IAW Attachment 1 Performance Specification and Exhibit A CDRLs. See Attachment 05 for ELIN unit cost breakout. 5 Year Ordering Period FOB: Destination		Each		
					<hr/>
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1009	Accessory Rail Kit FFP Contractor shall provide Accessory Rail Kit IAW Attachment 1 Performance Specification and Exhibit A CDRLs. See Attachment 05 for ELIN unit cost breakout. 5 Year Ordering Period FOB: Destination		Each		
					<hr/>
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1010	Exterior Velcro Kit FFP Contractor shall provide Exterior Velcro Kit IAW Attachment 1 Performance Specification and Exhibit A CDRLs. See Attachment 05 for ELIN unit cost breakout. 5 Year Ordering Period FOB: Destination		Each		
					<hr/>
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1011	Ballistic Helmet Hardware Kit FFP Contractor shall provide Ballistic Helmet Hardware Kit IAW Attachment 1 Performance Specification and Exhibit A CDRLs. See Attachment 05 for ELIN unit cost breakout. 5 Year Ordering Period FOB: Destination	UNDEFINED	Each		
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1012	Bump Helmet Hardware Kit FFP Contractor shall provide Bump Helmet Hardware Kit IAW Attachment 1 Performance Specification and Exhibit A CDRLs. See Attachment 05 for ELIN unit cost breakout. 5 Year Ordering Period FOB: Destination	UNDEFINED	Each		
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1013	Ballistic Helmet Cover FFP Contractor shall provide Ballistic Helmet Cover IAW Attachment 1 Performance Specification and Exhibit A CDRLs. See Attachment 05 for ELIN unit cost breakout. 5 Year Ordering Period FOB: Destination		Each		
					<hr/>
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1014	Bump Helmet Cover FFP Contractor shall provide Bump Helmet Cover IAW Attachment 1 Performance Specification and Exhibit A CDRLs. See Attachment 05 for ELIN unit cost breakout. 5 Year Ordering Period FOB: Destination		Each		
					<hr/>
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1015	3-Hole VAS Shroud FFP Contractor shall provide 3-Hole VAS Shroud IAW Attachment 1 Performance Specification and Exhibit A CDRLs. See Attachment 05 for ELIN unit cost breakout. 5 Year Ordering Period FOB: Destination	UNDEFINED	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1016	Wilcox G24 VAS Mount FFP Contractor shall provide Wilcox G24 VAS Mount IAW Attachment 1 Performance Specification and Exhibit A CDRLs. See Attachment 05 for ELIN unit cost breakout. 5 Year Ordering Period FOB: Destination	UNDEFINED	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1017	Wilcox G22 VAS Mount FFP Contractor shall provide Wilcox G22 VAS Mount IAW Attachment 1 Performance Specification and Exhibit A CDRLs. See Attachment 05 for ELIN unit cost breakout. 5 Year Ordering Period FOB: Destination		Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1018	Wilcox Lo-Pro Rail Shroud FFP Contractor shall provide Wilcox Lo-Pro Rail Shroud IAW Attachment 1 Performance Specification and Exhibit A CDRLs. See Attachment 05 for ELIN unit cost breakout. 5 Year Ordering Period FOB: Destination		Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1019	Wilcox G24R VAS Mount FFP Contractor shall provide Wilcox G24R VAS Mount Shroud IAW Attachment 1 Performance Specification and Exhibit A CDRLs. See Attachment 05 for ELIN unit cost breakout. 5 Year Ordering Period FOB: Destination		Each		
					<hr/>
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1020	4-Hole GSGM VAS Shroud FFP Contractor shall provide 4-Hole GSGM VAS Shroud IAW Attachment 1 Performance Specification and Exhibit A CDRLs. See Attachment 05 for ELIN unit cost breakout. 5 Year Ordering Period FOB: Destination		Each		
					<hr/>
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1021	Wilcox GSGM VAS Mount FFP Contractor shall provide Wilcox GSGM VAS Mount IAW Attachment 1 Performance Specification and Exhibit A CDRLs. See Attachment 05 for ELIN unit cost breakout. 5 Year Ordering Period FOB: Destination		Each		
					<hr/>
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1022	Wilcox DPAM VAS Mount FFP Contractor shall provide Wilcox DPAM VAS Mount IAW Attachment 1 Performance Specification and Exhibit A CDRLs. See Attachment 05 for ELIN unit cost breakout. 5 Year Ordering Period FOB: Destination		Each		
					<hr/>
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1023	Wilcox-Aeronox FFP Contractor shall provide Wilcox-Aeronox IAW Attachment 1 Performance Specification and Exhibit A CDRLs. See Attachment 05 for ELIN unit cost breakout. 5 Year Ordering Period FOB: Destination		Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1024	3M Peltor Accessory Rail Kit FFP Contractor shall provide 3M Peltor Accessory Rail Kit IAW Attachment 1 Performance Specification and Exhibit A CDRLs. See Attachment 05 for ELIN unit cost breakout. 5 Year Ordering Period FOB: Destination		Each		

MAX
NET AMT

Section D - Packaging and Marking

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252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

(a) Definitions. As used in this clause-

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract line, subline, or exhibit line item No.	Item description
.....	

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract line, subline, or exhibit line item No.	Item description
.....	

(If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparable and DoD serially managed nonreparable as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

- (7) Current part number (optional and only if not the same as the original part number).
 - (8) Current part number effective date (optional and only if current part number is used).
 - (9) Serial number (if concatenated unique item identifier is used).
 - (10) Government's unit acquisition cost.
 - (11) Unit of measure.
 - (12) Type designation of the item as specified in the contract schedule, if any.
 - (13) Whether the item is an item of Special Tooling or Special Test Equipment.
 - (14) Whether the item is covered by a warranty.
- (e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
 - (2) Unique item identifier of the embedded subassembly, component, or part.
 - (3) Unique item identifier type.**
 - (4) Issuing agency code (if concatenated unique item identifier is used).**
 - (5) Enterprise identifier (if concatenated unique item identifier is used).**
 - (6) Original part number (if there is serialization within the original part number).**
 - (7) Lot or batch number (if there is serialization within the lot or batch number).**
 - (8) Current part number (optional and only if not the same as the original part number).**
 - (9) Current part number effective date (optional and only if current part number is used).**
 - (10) Serial number (if concatenated unique item identifier is used).**
 - (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

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5652.247-9000 Packaging & Marking - F.O.B. Destination (1998)

The shipping, address, contract number, device number, and any other "MARK FOR" information shall be clearly marked on the outside of all packages shipped under this contract. Information shall be easily identified without opening the package. This information shall also be included on the inside of all packages.

(end of clause)

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
1001	Destination	Government	Destination	Government
1002	Origin	Government	Destination	Government
1003	Origin	Government	Destination	Government
1004	Origin	Government	Destination	Government
1005	Origin	Government	Destination	Government
1006	Origin	Government	Destination	Government
1007	Origin	Government	Destination	Government
1008	Origin	Government	Destination	Government
1009	Origin	Government	Destination	Government
1010	Origin	Government	Destination	Government
1011	Origin	Government	Destination	Government
1012	Origin	Government	Destination	Government
1013	Origin	Government	Destination	Government
1014	Origin	Government	Destination	Government
1015	Origin	Government	Destination	Government
1016	Origin	Government	Destination	Government
1017	Origin	Government	Destination	Government
1018	Origin	Government	Destination	Government
1019	Origin	Government	Destination	Government
1020	Origin	Government	Destination	Government
1021	Origin	Government	Destination	Government
1022	Origin	Government	Destination	Government
1023	Origin	Government	Destination	Government
1024	Origin	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.246-7000	Material Inspection And Receiving Report	MAR 2008

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-48	F.O.B. Destination--Evidence Of Shipment	FEB 1999

CLAUSES INCORPORATED BY FULL TEXT

52.211-9 DESIRED AND REQUIRED TIME OF DELIVERY (JUN 1997)

(a) The Government desires delivery to be made according to the following schedule:

DESIRED DELIVERY SCHEDULE

DESIRED DELIVERY SCHEDULE CLIN Number	Desired Quantity Per Month	Desired Delivery Schedule/ After Receipt of Order (ARO)	Ship To Address
1001-1024	3,500	30 Days	UIC: H92231 HQ USSOCOM SOFSA SPEAR WAREHOUSE MGR BLDG 221, DOOR 12 LEXINGTON, KY 40516- 9723 FOB: DESTINATION

If the offeror is unable to meet the desired delivery schedule, it may, without prejudicing evaluation of its offer, propose a delivery schedule below. However, the offeror's proposed delivery schedule must not extend the delivery period beyond the time for delivery in the Government's required delivery schedule as follows:

REQUIRED DELIVERY SCHEDULE

REQUIRED DELIVERY SCHEDULE CLIN Number	Required Quantity Per Month	Required Delivery Schedule/ After Receipt of Order (ARO)	Ship To Address
1001-1024	2,500	30 Days	UIC: H92231 HQ USSOCOM SOFSA SPEAR WAREHOUSE MGR BLDG 221, DOOR 12 LEXINGTON, KY 40516- 9723 FOB: DESTINATION

Offers that propose delivery of a quantity under such terms or conditions that delivery will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. If the offeror proposes no other delivery schedule, the desired delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

PROPOSED DELIVERY SCHEDULE CLIN Number	Proposed Quantity Per Month	Proposed Delivery Schedule/ After Receipt of Order (ARO)	Ship To Address
1001-1024			UIC: H92231 HQ USSOCOM SOFSA SPEAR WAREHOUSE MGR BLDG 221, DOOR 12 LEXINGTON, KY 40516- 9723 FOB: DESTINATION

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day the award is dated. Therefore, the offeror shall compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

Section G - Contract Administration Data

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Wide Area Workflow (WAWF) – Electronic Receiving Report and Invoicing Instructions

1. In accordance with DFARS 232.70 and SFARS 5632.7002, use of electronic payment requests is mandatory. WAWF will speed up payment processing time and allow you to monitor payment status online. There are no fees associated with the use of WAWF. For more information, go to <http://wawf.eb.mil>.
2. The accounts payable address can be found on the SF33. You can easily access payment information using the DFAS web site at <http://www.dod.mil/dfas/contractorpay.html>.
3. The following codes will be required to route your receiving reports, invoices, vouchers and additional e-mail to correctly process through the WAWF system.

Document: COMBO	
Applicable To: Fixed Price CLIN for Deliverable with Acceptance at Origin OR Destination	
Vendor CAGE Code	
Pay Office DoDAAC	
Issue By DoDAAC	H92222
Admin By DoDAAC	
Inspect By DoDAAC (will also do acceptance if acceptance at ORIGIN)	
Ship To Code (will also do acceptance if acceptance at DESTINATION)	

E-Mail Point of Contact Listing (maximize use of group e-mail accounts):

DCMA/Admin Office	
Contract Specialist	Laura.fuller@socom.mil
Contracting Officer	Kelly.mcneill@socom.mil
Service Acceptor	
Additional Contact	nicholas.tsantinis.civ@mail.mil

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

5652.204-9003 Disclosure of Unclassified Information and Notification Requirements for Cyber Security Breaches (2013)

(a) On September 21, 2001, the Department of Defense designated Headquarters US Special Operations Command (USSOCOM) a sensitive unit, as defined by Title 10 United States Code (USC) Section 130b (10 USC 130b). In keeping with this designation, unclassified information related to USSOCOM military technology acquisitions managed by USSOCOM or any of its component commands, will be designated Controlled Unclassified Information (CUI). As such, the contractor hereby unequivocally agrees that it shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document, contractor's external website, newspaper, magazine, journal, corporate annual report, etc.), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval. Furthermore, any release of information which associates USSOCOM, Special Operation Forces (SOF), or any component command with an acquisition program, contractor, or this contract is prohibited unless specifically authorized by USSOCOM.

(b) Request for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The contractor shall submit the request to the Contracting Officer at least 45 days before the proposed date for release for approval. No release of any restricted information shall be made without specific written authorization by the Contracting Office.

(c) The protection of sensitive but unclassified data reflecting Special Operations technologies, personnel, plans, and business associations requires due diligence on the part of those in possession of such information. The application of appropriate security measures to ensure the safekeeping of USSOCOM and company proprietary data, intellectual property, and personnel data is the responsibility of all parties who have access to such information. All contractors supporting USSOCOM are required to inform the Contracting Officer within three business days of when there has been a breach or successful penetration of the contractor's network(s) or information system(s). Breaches include unauthorized intrusions of the contractor's server(s) from external parties whether through introduction of malware, hacking, the compromise of access passwords, or any other unauthorized access or compromise. Breaches also include the physical loss of storage media such as disks, hard drives, thumb drives, laptops or other devices which contain duplicates of information contained on the contractor's data systems, or the willful or accidental transmission, copying or posting of contract information which has not been specifically authorized by the Contracting Officer. Estimates of damage and mitigation strategies will be submitted to the Contracting Officer within a period following the breach specified and agreed upon by the Contractor and the Contracting Officer.

(d) The Contractor shall include a similar requirement to this clause in each subcontract under this contract. Subcontractors shall submit request for authorization to release and notifications related to cyber security breaches through the prime contractor to the Contracting Officer.

(e) The Contractor further understands that Title 18 USC Section 701 specifically prohibits the use of the USSOCOM emblem or logo in any medium (e.g., corporate website, marketing brochure, news paper, magazine, etc.) unless authorized in writing by USSOCOM. Forward any request to use the USSOCOM emblem or logo through the Contracting Officer.

(end of clause)

5652.209-9003 Use of Contractor Support/Advisory Personnel as Contract Specialists (2013)

The contractor's attention is directed to the fact that contractor personnel may assist the Government in a contract administrator role for administration of this contract. Execution of this contract constitutes approval to release the contract and contractor's proposal to Government Support Contractors who have signed Non-Disclosure and Rules of Conduct/Conflict of Interest Statements.

(end of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.209-3	First Article Approval--Contractor Testing	SEP 1989
52.209-4	First Article Approval--Government Testing	SEP 1989
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.210-1	Market Research	APR 2011
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.216-27	Single or Multiple Awards	OCT 1995
52.219-8	Utilization of Small Business Concerns	NOV 2016
52.219-9	Small Business Subcontracting Plan	JAN 2017
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	FEB 2016
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.223-6	Drug-Free Workplace	MAY 2001

52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.244-6	Subcontracts for Commercial Items	SEP 2016
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7004	Display of Hotline Posters	OCT 2016
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.216-7006	Ordering	MAY 2011
252.217-7026	Identification of Sources of Supply	NOV 1995
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Aug 2016)	AUG 2016
252.225-7002	Qualifying Country Sources As Subcontractors	AUG 2016
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2015
252.225-7012	Preference For Certain Domestic Commodities	AUG 2016
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013

252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.247-7023	Transportation of Supplies by Sea	APR 2014

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52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **1 each of any CLIN**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$95,000,000.00**;

(2) Any order for a combination of items in excess of **\$95,000,000.00**; or

(3) A series of orders from the same ordering office within **30** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **two (2)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **six years after the contract award date**.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of clause)

5652.201-9002 Authorized Changes Only by Contracting Officer (2005)

The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as part of this contract. Except as specified herein, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause in Section I. In the event the Contractor effects any change at the direction of any person other the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Kelly McNeill
7701 Tampa Point Blvd
MacDill AFB, FL 33621
Kelly.mcneill@socom.mil

(end of clause)

5652.204-9002 Instructions for the Use of Electronic Contracts (2007) Section I

In accordance with DoD policy, this solicitation and the resulting contract will be executed and documented through electronic means. As a result, the use of the terms "documented," "copy," "printed," "in writing," or "written" within this document shall refer to all electronically transmitted documents that will become part of the electronic contract file and an official government record. Any reference to official signatures and signed documents shall refer to electronic signatures. Whenever an electronic signature is used it shall have the full force and effect as a handwritten signature.

End of Clause

5652.233-9000 Independent Review of Agency Protests (2013)

All protests shall be submitted through the Contracting Officer. A request for an independent review of the protest decision shall be made through the Contracting Officer to the HCD/FCO. If the HCD/FCO is the Contracting Officer, submit the request in accordance with [FAR 33.103\(d\)\(4\)](#) to: Chief, SORDAC-KM or SORDAC-KX as appropriate, 7701 Tampa Point Blvd., MacDill AFB, FL 33621, Fax (813) 826-7504.

(end of clause)

5652.243-9000 Technical Improvements (2006)

After contract award, the Government may solicit, or independently the Contractor may propose, technology improvements to the equipment, software specifications, or other requirements of the contract. For purposes of this contract, these improvements will be considered Engineering Change Proposals (ECP)/Engineering Change Orders (ECO). These improvements may be proposed to save money, save energy, improve performance or for any other purpose which presents a technological advantage to the Government. As part of the proposed changes, the Contractor shall submit a price proposal to the Contracting Officer for evaluation. Those proposed technology improvements that are acceptable to the Government will be processed as modifications to the contract.

- (a) As a minimum, the following information shall be submitted by the Contractor with each proposal:
 - (1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;
 - (2) Itemized requirements of the contract which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;
 - (3) An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal;
 - (4) An evaluation of the effects the proposed changes would have on collateral costs to the Government, such as Government-furnished property costs, costs of related items, and costs of maintenance, operation and conversion (including Government application software); and
 - (5) A statement of the time by which the contract modification adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this contract including supporting rationale; and
 - (6) Any effect on the contract completion time or delivery schedule shall be identified.
- (b) The Government reserves the right to require a rerun of selected portions of the live test demonstration to verify the proposed improvement, at no additional charge to the Government.
- (c) The Government will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant herein. The Contractor has the right to withdraw, in whole or in part, any proposal not accepted by the Government within the period specified in the proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract is final and not subject to the "Disputes" clause of this contract.
- (d) The Contracting Officer may accept any proposal submitted pursuant to this clause by giving the Contractor written notice thereof. This written notice will be given by issuance of a modification to this contract. Unless and until a modification is executed to incorporate a proposal under this contract, the Contractor shall remain obligated to perform in accordance with the requirements, terms and conditions of the existing contract.

(e) If a proposal submitted pursuant to this clause is accepted and applied to this contract, the equitable adjustment increasing or decreasing the contract price shall be in accordance with the procedures of the "Changes" clause. The resulting contract modification will state that it is made pursuant to this clause.

Section J - List of Documents, Exhibits and Other Attachments

TOC

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	CDRLs (A001-A011)	11	1 March 2017
Attachment 01	Performance Specification	59	26 April 2017
Attachment 02	Go/No-Go Matrix	3	22 February 2017
Attachment 03	Test Plan	7	6 April 2017
Attachment 04	Past Performance Questionnaire	5	6 April 2017
Attachment 05	Price Matrix	1	26 April 2017

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.215-1 Alt I	Instructions to Offerors--Competitive Acquisition (Jan 2004) -Alternate I	OCT 1997
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.219-1	Small Business Program Representations	OCT 2014
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992

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52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2016)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 339999.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM

electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

() Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.209-11, Representation by Corporations Regarding delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(viii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xviii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

(xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

- (i) 52.204-17, Ownership or Control of Offeror.
- (ii) 52.204-20, Predecessor of Offeror.
- (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
- (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
- (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- (vii) 52.227-6, Royalty Information.
 - (A) Basic.
 - (B) Alternate I.
- (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)

(a) Definition.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

() (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

() (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.225-18 PLACE OF MANUFACTURE (MAR 2015)

(a) Definitions. As used in this clause--

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except--

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) (☐) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (☐) Outside the United States.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vii) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

____ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

____ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

____ (iii) 252.225-7020, Trade Agreements Certificate.

____ Use with Alternate I.

____ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

____ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

____ Use with Alternate I.

____ Use with Alternate II.

____ Use with Alternate III.

____ Use with Alternate IV.

____ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of

the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below ____ [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

252.225-7000 BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE--BASIC (NOV 2014)

(a) Definitions. Commercially available off-the-shelf (COTS) item, component, domestic end product, foreign end product, qualifying country, qualifying country end product, South Caucasus/Central and South Asian (SC/CASA) state, South Caucasus/Central and South Asian (SC/CASA) state end product, and United States, as used in this provision, have the meanings given in the Buy American and Balance of Payments Program--Basic clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American and Balance of Payments Program-- Basic clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

____ (Line Item Number Country of Origin)

____ (Country of Origin)

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of ``domestic end product":

(Line Item Number) ____

(Country of Origin (If known)) ____

(End of provision)

5652-204-9000 Individual Authorized to Sign (2014)

(a) Proposals shall be signed by an authorized individual. The offeror hereby represents that the individual designated below is authorized to bind the corporation, partnership, individual or educational institution. Evidence of authorization shall be provided by the offeror in accordance with the applicable instructions below. If the offeror is a joint venture, each participant in the joint venture shall submit a separate representation.

(1) CORPORATIONS: The signatory must be an official or person otherwise authorized to bind the corporation. A Corporate representation as shown below, shall be executed in accordance with the instructions, or other evidence must be furnished which satisfactorily shows that the person signing the proposal is empowered to bind the corporation. Corporations may establish the authority of its agents by furnishing a power of attorney with the offer, a corporate resolution, or by causing the following representation to be executed under its corporate seal, provided that the same officer shall not execute both the contract and the representation.

I, _____, represent that I am the _____ of the firm named as the offeror herein; that _____ signed this contractual instrument on behalf of the corporation and is _____ of said corporation; that said contractual instrument was duly signed for and in behalf of said corporation by authority of its governing body; and is within the scope of its corporate powers.

AFFIX CORPORATE SEAL (Note: If a corporation does not have a seal or the offer is being submitted electronically, the offeror may print the word "SEAL".)

(Signature)

(2) PARTNERSHIPS: Partnerships shall establish their authority and the authority of their agents by completing the following representation, provided that it is executed by a partner other than the person signing the contractual instrument.

I, _____, represent that I am a partner of the firm of _____ consisting of the following partners _____; that _____ signed this contractual instrument on behalf of said firm and is _____ of said firm; that said contractual instrument was duly signed for and in behalf of said firm by authority of partnership; and is within the scope of its corporate powers.

(Signature)

(3) INDIVIDUALS: The signatory must be the owner and the contractual instrument shall be signed as such unless an agent's authority has been established through a power of attorney. Individuals submitting contractual instruments under an agent's signature must furnish a power of attorney to establish the agent's authority.

(4) EDUCATIONAL INSTITUTIONS: The signatory must be an official or person otherwise authorized to bind the educational institution. A representation as shown below, shall be executed in accordance with the instructions, or other evidence must be furnished which satisfactorily shows that the person signing the proposal is empowered to bind the educational institution. Educational institutions may establish authority of their agents by furnishing with their offeror a power of attorney, a corporate resolution or by causing the following representation to be executed, provided that the same individual shall not execute both the contract and the representation.

I, _____, represent that I am the _____ of the educational institution named as the offeror herein; that _____ signed this contractual instrument on behalf of the educational institution and is _____ of said educational institution; that said contractual instrument was duly signed for and in behalf of said educational institution by authority of its governing body; and is within the scope of its corporate powers.

(Signature)

(b) Once a power of attorney or corporate resolution has been submitted to establish the authority of its agents, provide reference to the Procurement Instrument Identification Number with which it was submitted by including the following statement in lieu of furnishing an additional copy: "Evidence to establish the authority of the agent signing this document was submitted with Document Number _____."
(end of clause)

5652.204-9004 Foreign Persons (2006)

In accordance with restrictions required by Executive Order 12470, the Arms Export Control Act (Title 22, USC) (Sec 275), the International Traffic in Arms Regulation (ITAR), or DoD Directive 5230.25, Withholding of Unclassified Technical Data from Public Disclosure, no foreign persons will be permitted to work on a contract without notifying the Contracting Officer. Provide the following information for all foreign persons who will be working on the contract (or "X" here if there are no such individuals: ____):

- 1) Full Name:
- 2) Date of Birth:
- 3) Place of Birth:
- 4) Nationality:
- 5) Social Security Number:
- 6) Visa Status:
- 7) Current Address:
- 8) If a Subcontractor, Subcontractor Name and Address:

9) Biographic data and/or resume:

(end of clause)

5652.242-9001 Defense Contract Management Agency (DCMA) (2010) Section K

Components of the Department of Defense perform contract administration services providing assistance to contractors and Government agencies in accomplishing most administrative functions required under a contract. The following office may be involved. The offeror shall insert the address of the cognizant office or state "unknown" below:

Defense Contract Management Agency (DCMA) Contract Management Office (CMO)

Telephone: _____

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Five (5) Year Indefinite Delivery/Indefinite Quantity (IDIQ) contract with Firm Fixed Price (FFP) CLINs contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Kelly McNeill
7701 Tampa Point Blvd
MacDill AFB, FL 33621

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of provision)

5652.215-9005 Estimated Prices for Data (2000)

In accordance with DFARS 215.470 the offeror shall provide estimated data prices for each data item set forth on the DD Form 1423 "Contract Data Requirements List."

(end of clause)

5652.215-9016 Technical and Contractual Questions Concerning This Solicitation (2000)

All questions concerning this procurement, either technical or contractual must be submitted in writing to the Contracting Office. No direct discussion between the technical representative and a prospective offeror will be conducted unless it is deemed necessary by the Contracting Officer. Questions shall be sent to the following point of contact:

HQ USSOCOM
Kelly McNeill
kelly.mcneill@socom.mil

(end of clause)

SECTION L**L.1 General Instructions to Offerors**

L.1.1 This is an all-electronic solicitation release. No Government paper hard copies will be mailed. Amendments to the solicitation will be posted to www.fedbizopps.gov. It is the responsibility of each offeror to review the webpage for notice of amendments, updates, or changes to current information. The exclusive responsibility for the source selection will reside with the Government. Proprietary information submitted in response to this solicitation will be protected from unauthorized disclosure as required by Subsection 27 of the Office of Procurement Policy Act as amended (41 U.S.C. 423) as implemented in the FAR. The proposal and corresponding program will be unclassified and treated as Source Selection Sensitive Information.

L.1.2 All proposals must be complete, self-sufficient, and respond directly to the requirements of the solicitation. Any commitments made in the proposal shall become part of the resultant contract. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding and/or ability to perform under a contract. Mere parroting of the requirements of the solicitation is not acceptable and may be a basis for rejection of the proposal. In no case shall words like "we will comply with the requirements of the contract," or equivalent statements, be acceptable to meet the requirements of this RFP. Failure to comply with these instructions may result in an offeror's proposal being excluded from further consideration for award. Offerors shall submit with their proposals a list of names and telephone numbers of persons authorized to conduct negotiations.

L.1.3 Mailing Instructions. Hand carrying proposals is not permitted. Electronic proposals shall be mailed and clearly marked as follows:

USSOCOM – Directorate of Procurement
Attn: Kelly McNeill, SOF AT&L-KR
Re: Solicitation Number H92222-17-R-0003
7701 Tampa Point Blvd.
MacDill AFB, FL 33621-5323
Phone: 813.826.5472

Product Demonstration Models (PDMs) shall be mailed or delivered to the following address and received by the RFP closing date and time:

USSOCOM/NSRDEC
PM-SOF SSES
ATTN: RDNS-SEW-PS, Nicholas Tsantinis
Bldg 4, Room D017
15 General Greene Avenue
Natick, MA 01760-5019

L.1.4 Volumes.

L.1.4.1 Written Proposal Volumes and Format. Format of the proposal volumes and any resulting responses to Evaluations Notices (ENs) shall be provided in electronic format. The titles and contents of the volumes shall be as defined in Table 1, all of which shall be within the required page limits and with the number of copies as specified.

Table L-1: Proposal Volumes

Proposal Submissions		Volume	Electronic Copies	Number of Pages
Phase I	Go/No-Go Documentation	1	1	60 (does not include ballistic data sheets, Quality Assurance Plan, or Configuration Management Plan)
	Technical/Management			
Phase II	Past Performance	2	1	20 + Consent Letters + Explanation if Required
	Price	3	1	No Limit
	Contract Documentation & Attachments	4	1	No Limit

Each volume must contain the following information which is not included in the page count:

- Cover and title page
- Title of proposal
- Offeror's name, address and POC (name/telephone/email)
- RFP number
- Proposal volume number
- Table of Contents (The table of contents must provide sufficient detail to enable easy location of important elements)

L.1.4.2 Page Size and Format. A page is defined as each face of a sheet of paper containing information. Page size shall be 8.5 x 11 inches, not including foldouts. Foldouts shall not exceed 11 x 17 inches and may be used only for large tables, charts, graphs, diagrams and schematics, not for pages of text. Pages shall be single spaced. Except for the reproduced sections of the solicitation document, the text size shall be no less than what is equivalent to Microsoft Word, Times New Roman, 12 point, uncompressed font. Tracking, kerning and leading values shall not be changed from the default values of the word processing or page layout software. Use at least 1 inch margins on

the top and bottom and 1 inch on the side margins. Pages shall be numbered sequentially by volume. These page format restrictions shall apply to responses to ENs. Embedded tables, charts, graphs and figures shall be used wherever practical and shall be uncomplicated and legible. For tables, graphs and figures, the text shall be no smaller than 8 point.

L.1.4.3 Electronic Format

- (a) Electronic copies shall be mailed on CD-ROMs/DVDs, read-only memory. A proposal submitted in other than read-only memory format will not be evaluated. Changes, as a result of negotiations, shall be conformed on CD-ROMs/DVDs and have changed information clearly marked by a vertical line in the right margin. Modeling and Simulation data must be provided on separate CD-ROMs/DVDs and marked accordingly directly onto the media (i.e., permanent marker). These media discs must not have adhesive labels attached. All appropriate markings including those prescribed IAW FAR 52.215-1, Restriction on Disclosure and Use of Data, and 3.104, Disclosure, Protection, and Marking of Contractor's Bid or Proposal Information, Source Selection Information, and classification will be applied.
- (b) For the electronic copy, indicate on each CD-ROM/DVD the volume number and title. Use separate files to permit rapid location of all portions, including subfactors, exhibits, annexes and attachments, if any. Each volume shall be in a different directory on a CD. If files are compressed, the necessary decompression program must be included. The electronic copies of the proposal shall be submitted in a format readable by Microsoft (MS) Office Word 2007, MS Office Excel 2007, MS Office Project 2007, and MS Office Power Point 2007, pdf as applicable. Video files should not be embedded in other files. Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify sections. Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each.
- (c) Submit Picture documentation in JPEG (*.jpg) or PNG (*.png) compatible format.
- (d) Submit Video media in Microsoft Windows Media File (*.wmv) compatible format.

L.2 PROPOSAL CONTENT

L.2.1 PHASE I: GO/NO-GO Documentation and Product Demonstration Models (PDMs). (Volume 1)

The proposal shall include a completed Go/No-Go Matrix (RFP Attachment 2) which demonstrates in detail how the offeror passes each characteristic. The offeror shall fill in the column titled 'Offeror Responses and Referenced Proposal Attachments and/or Page Numbers'.

A Notice of Intent (NOI) shall be submitted by each offeror for the intended proposal. Only those offerors who submit a NOI will receive the RFP attachments and may submit a proposal which shall be considered by the agency. The NOI shall be submitted in contractor format and must include the following: cage code number, DUNS number, state of incorporation, corporate license number, identify if foreign owned or a controlled company with full identification of the parent corporation, country of affiliation, identify whether subcontractors are foreign, identify vendor, foreign country of affiliation and what constitutes the foreign content of their product(s).

The proposal shall include at no cost to the Government, PDMs in the configuration and quantities as specified in RFP Attachment 1, Performance Specification FTHS, Appendix C-First Article Testing. The PDMs shall be marked in accordance with the Performance Specification FTHS, paragraph 3.25, 3.25.1, 3.25.2, 3.25.3. Use and care instructions shall be submitted with each PDM and shall be in accordance with Performance Specification FTHS, section 3.22. The PDMs shall be packaged in accordance with Performance Specification FTHS, section 4.1 with the exception that the RFP number will be used instead of the contract number and a DD Form 250 and copy of the Government production lot test approval is not required.

The proposal shall include at no cost to the Government, independent test data in accordance with RFP Attachment 1, Performance Specification FTHS, Appendix E-Vendor Data Submission. This test data shall be from Chesapeake Testing (4603B Compass Point Road, Belcamp, MD 21017). This test data shall clearly demonstrate to the Government that the proposed design will meet the requirements in RFP Attachment 1, Performance Specification FTHS. Only test data generated at Chesapeake Testing will be accepted.

L.2.2 PHASE II

L.2.2.1 FACTOR 1 – TECHNICAL/MANAGEMENT (Volume 1)

L.2.2.1.1 Subfactor 1 – Ballistic Helmet

L.2.2.1.1.1. Element 1 – Ballistic Helmet Limited User Evaluation (LUE)

A portion of the offeror's Phase I submission of ballistic helmet PDMs will be used to complete a LUE. There is no written proposal submission for this element, the PDM will be the proposal submission.

L.2.2.1.1.2 Element 2 – Ballistic Helmet PDM Weight

There is no written proposal submission for this element, the PDM will be the proposal submission.

L.2.2.1.1.3 Element 3: Ballistic Helmet Technical Approach and Independent Test Data

Proposals shall thoroughly discuss and demonstrate how the proposed item(s) meet RFP Attachment 1, Performance Specification, sections 1.2, 3.1.2, 3.1.3, 3.1.4, 3.2, 3.3, 3.4, 3.4.1, 3.4.2, 3.5, 3.6, 3.6.1, 3.7, 3.7.1, 3.7.2, 3.8, 3.8.1, 3.8.1.1, 3.8.1.2, 3.8.2, 3.8.2.1, 3.8.2.2, 3.10, 3.11, 3.12, 3.13, 3.14.1, 3.14.2, 3.15, 3.15.1, 3.16, 3.17, 3.18, 3.20, 3.20.1, 3.20.2, 3.20.3, Appendix A, Appendix C, Appendix D, Appendix E. The proposal shall provide technical detail sufficient to address each performance parameter, such as (but not limited to) independent test data, design considerations, product literature, and technical specification sheets related to the performance of these items. Technical detail shall be sufficient to allow the Government to properly evaluate the proposed items' ability to meet these sections in the Performance Specification. The offeror shall identify any high risk area(s) and area(s) of non-compliance with the Performance Specification or RFP requirements. Clear explanation will be provided for risk and non-compliance, along with demonstration of ability to comply with all requirements during item production. The offeror's Phase I submission of independent test data in accordance with Attachment 1, Performance Specification FTTHS-Appendix E will be used for evaluation. The data shall be clearly marked, indicating whether the data is intended to meet the threshold or objective requirements.

The proposal shall include a Configuration Management Plan in accordance with the RFP Attachment 1, Performance Specification, section 3.26. The plan shall provide clear, easy to read production flow diagrams from receipt of raw materials at the production facility to shipment of finished items from the production facility. The proposal shall include a Quality Assurance Plan (QAP) in accordance with the RFP Attachment 1, Performance Specification FTTHS, section 3.27. The QAP shall demonstrate the offeror's ability to deliver a reliable product and how corrective action will be implemented during the production process to ensure that the product(s) will continue to meet contract requirements throughout production life-cycle. The QAP shall detail all in-process inspections, Acceptable Quality Levels (AQLs), and audits from inspection of raw materials through packaging of the final product.

L.2.2.1.1.4 Element 4: Ballistic Helmet Delivery Schedule and Production Capability/Capacity

The Offeror shall complete RFP Section F, FAR clause 52.211-9. The proposal shall thoroughly discuss and clearly demonstrate the offeror's ability to meet the proposed delivery schedule and the impact facilities, equipment and personnel has on the desired, required and proposed delivery schedules. The proposal shall provide a detailed description of the facilities and the equipment capacity and capability to be used in production. The proposal shall clearly demonstrate the offeror's monthly capacity and clearly explain its ability to meet the required delivery schedule, and as an objective, the desired delivery schedule.

The proposal shall include the offeror's appointed Program Manager's education, experience, and dedication to demonstrate successful management of the program throughout the contract period of performance and warranty period. The proposal shall include a thorough description of the offeror's proposed management of the FTTHS production to include the roles and responsibilities of personnel charged with implementing production, quality assurance, lot testing and overseeing delivery. The offeror shall provide sufficient detail to indicate adequate supply chain management to meet the contract delivery requirements as outlined in RFP Section F, FAR clause 52.211-9. The offeror shall discuss in detail the proposed warranty in accordance with RFP Attachment 1, Performance Specification FTTHS, section 3.19.2 and 3.19.3. The offeror's Phase I submission of PDMs will be used along with the offeror's written proposal demonstrating compliance with RFP Attachment 1, Performance Specification FTTHS, section 3.22, 3.25.1, 3.25.2, 3.25.3, 3.30, and 4.1.

The offeror shall also include the following within this subfactor to address small business participation IAW DFARS 215.304. This subfactor is separate from the Individual Subcontracting Plan required by FAR 19.702(a)(1) and Volume 4, Contract Documentation & Attachments. (*NOTE* the NAICS code of 339999 pertains to the prime offeror. The offeror will then be able to determine their subcontractors and the NAICS code for the work that the subcontractor will be performing):

- Describe your corporate commitment in providing subcontracting opportunities for small business, small disadvantaged business, women-owned small business, HUBZone small business, veteran-owned small business, and service disabled veteran-owned small business concerns
- Describe the strength and specificity of each corporate commitment (i.e. what type of commitment, how binding is the commitment, how specific is the commitment to this proposed effort, and what type of work will be included in these subcontracting opportunities from the overall corporate level).

L.2.2.1.2 Subfactor 2 – Non Ballistic Helmet**L.2.2.1.2.1. Element 1 – Non Ballistic Helmet Limited User Evaluation (LUE)**

A portion of the offeror's Phase I submission of ballistic helmet PDMs will be used to complete a LUE. There is no written proposal submission for this element, the PDM will be the proposal submission.

L.2.2.1.2.2 Element 2 – Non Ballistic Helmet PDM Weight

There is no written proposal submission for this element, the PDM will be the proposal submission.

L.2.2.1.2.3 Element 3 - Non Ballistic Helmet Technical Approach and Independent Test Data

Proposals shall thoroughly discuss and demonstrate how the proposed item(s) meet RFP Attachment 1, Performance Specification, sections 1.2, 3.3, 3.4, 3.4.1, 3.4.2, 3.5, 3.6, 3.6.1, 3.7, 3.7.1, 3.7.2,, 3.10, 3.15, 3.15.1, 3.16, 3.17, 3.18, 3.20, 3.20.1, 3.20.2, 3.20.3, Appendix A, Appendix C, Appendix D, and Appendix E. The proposal shall provide technical detail sufficient to address each performance parameter, such as (but not limited to) independent test data, design considerations, product literature, and technical specification sheets related to the performance of these items. Technical detail shall be sufficient to allow the Government to properly evaluate the proposed items' ability to meet these sections in the Performance Specification. The offeror shall identify any high risk area(s) and area(s) of non-compliance with the Performance Specification or RFP requirements. Clear explanation will be provided for risk and non-compliance, along with demonstration of ability to comply with all requirements during item production. The offeror's Phase I submission of independent test data in accordance with Attachment 1, Performance Specification FTTHS-Appendix E will be used for evaluation. The data shall be clearly marked, indicating whether the data is intended to meet the threshold or objective requirements.

The proposal shall include a Configuration Management Plan in accordance with the RFP Attachment 1, Performance Specification, section 3.26. The plan shall provide clear, easy to read production flow diagrams from receipt of raw materials at the production facility to shipment of finished items from the production facility. The proposal shall include a Quality Assurance Plan (QAP) in accordance with the RFP Attachment 1, Performance Specification FTTHS, section 3.27. The QAP shall demonstrate the offeror's ability to deliver a reliable product and how corrective action will be implemented during the production process to ensure that the product(s) will continue to meet contract requirements throughout production life-cycle. The Quality Assurance Plan shall detail all in-process inspections, Acceptable Quality Levels (AQLs), and audits from inspection of raw materials through packaging of the final product.

L.2.2.1.2.4 Element 4 - Non Ballistic Helmet Delivery Schedule and Production Capability/Capacity

The Offeror shall complete RFP Section F, FAR clause 52.211-9. The proposal shall thoroughly discuss and clearly demonstrate the offeror's ability to meet the proposed delivery schedule and the impact facilities, equipment, and personnel has on the desired, required, and proposed delivery schedules. The proposal shall provide a detailed description of the facilities and the equipment capacity and capability to be used in production. The proposal shall clearly demonstrate the offeror's monthly capacity and clearly explain its ability to meet the required delivery schedule, and as an objective, the desired delivery schedule.

The proposal shall include the offeror's appointed Program Manager's education, experience, and dedication to demonstrate successful management of the program throughout the contract period of performance and warranty period. The proposal shall include a thorough description of the offeror's proposed management of the FTTHS production to include the roles and responsibilities of personnel charged with implementing production, quality assurance, lot testing, and overseeing delivery. The offeror shall provide sufficient detail to indicate adequate supply chain management to meet the contract delivery requirements as outlined in RFP Section F, FAR clause 52.211-9. The offeror shall discuss in detail the proposed warranty in accordance with RFP Attachment 1, Performance Specification FTTHS, section 3.19.2 and 3.19.3. The offeror's Phase I submission of PDMs will be used along with the offeror's written proposal demonstrating compliance with RFP Attachment 1, Performance Specification FTTHS, sections 3.22, 3.25.1, 3.25.2, 3.25.3, 3.30, and 4.1.

The offeror shall also include the following within this subfactor to address small business participation IAW DFARS 215.304. This subfactor is separate from the Individual Subcontracting Plan required by FAR 19.702(a)(1) and Volume 4, Contract Documentation & Attachments. (*NOTE* the NAICS code of 339999 pertains to the prime offeror. The offeror will then be able to determine their subcontractors and the NAICS code for the work that the subcontractor will be performing):

- Describe your corporate commitment in providing subcontracting opportunities for small business, small disadvantaged business, women-owned small business, HUBZone small business, veteran-owned small business, and service disabled veteran-owned small business concerns.
- Describe the strength and specificity of each corporate commitment (i.e., what type of commitment, how binding is the commitment, how specific is the commitment to this proposed effort, and what type of work will be included in these subcontracting opportunities from the overall corporate level).

L.2.2.2 FACTOR 2 - PAST PERFORMANCE (Volume 2)

L.2.2.2.1 Contents. The offeror shall submit a Past Performance Proposal (Volume 2) containing the following:

1. Table of Contents
2. Summary Page describing the role of the offeror and each subcontractor, teaming partner, and/or joint venture partner that the offeror is required to provide Past Performance Information Sheets IAW paragraph L.2.2.2.2 below.
3. Past Performance Information Sheets, paragraph L.2.2.2.2 below.
4. Consent Letters executed by each subcontractor, teaming partner, and/or joint venture partner, authorizing release of adverse past performance information so the offeror can respond to such information. **Excluded from page limit for Volume 2.
5. Past Performance Questionnaires to be submitted by offeror's customers.

L.2.2.2.2 Past and Present Performance Information Sheets. Submit information on contracts considered most recent (within the last three years) and relevant (see paragraph L.2.2.2.6) in demonstrating the ability to perform the proposed effort. The offeror shall submit a maximum of five (5) and a minimum of three (3) Performance Information Sheets identifying active or completed contracts, either Government or commercial, for each prime, and a maximum of five (5) and a minimum of one (1) Past Performance Information Sheet for each major subcontractor, teaming partner, and/or joint venture ("major" is defined as those subcontractors, teaming partners, or joint ventures who are projected to perform 25% or more of the total contract effort). Each ballistic and non-ballistic impact raw material supplier shall also be considered a major subcontractor. The Government defines "recent" as contracts that have been performed during the past three years from the date of issuance of this solicitation. Performance Information Sheets for each contract is limited to five (5) pages (does not include organizational history, SF 294, Subcontracting Report for Individual Contracts, and SF 295, Summary Subcontract Report, or audit data). Offerors are cautioned that the Government will use the information provided by each offeror in this volume and information obtained from other sources for the overall evaluation of past and present performance. The Government requests the offeror provide references including current POCs for each contract identified. Contact information for each POC and reference shall include both a phone number and email address.

L.2.2.2.3 Offerors shall submit information on contracts that are considered relevant in demonstrating the ability to perform the proposed overall effort in the information sheets. Information sheets shall include specific information for each effort regarding experience IAW the following areas outlined below. NOTE: If the experience in the following areas was not required under the referenced contract, the offeror shall also indicate that it was not applicable or relevant on the Information Sheet. Offerors should clearly show:

- a. Management of the major functional requirements as outlined under the Performance Specification, specifically the ability to produce ballistic protection helmet systems and non-ballistic impact helmet systems.
- b. Provide a brief narrative for each contract or subcontract listed. Explain the nature of the work involved and the extent the work involved was/is similar to the FTHS effort in terms of technical requirements, operations, contract scope, schedule, and risk.
- c. Ability to deliver production items IAW established delivery schedules.
- d. Provide an explanation of any technical issue(s) for each contract that resulted in ballistic/non-ballistic test failure and/or production stoppage.
- e. Provide a copy of any Government Stop Work, Cure, Show Cause, or Termination Notice.

L.2.2.2.4 Past Performance Questionnaires (See Section J). The offeror shall submit a maximum of 5 Past Performance Questionnaires (PPQ) to all Points of Contact (POC) for those contracts identified under L.2.2.2 for completion. The completed questionnaire shall be submitted directly via email from the POC to Kelly McNeill at kelly.mcneill@socom.mil, as specified in the Attachment.

The offeror is responsible for distributing the questionnaires. Once PPQ's are completed by your POCs, the information contained therein shall be considered source selection information and shall not be released.

L.2.2.2.5 Past Performance Information regarding Small Business Subcontracting. Offerors that are required to submit subcontracting plans IAW FAR 19.7 shall provide the following past performance information.

- a. Provide one year history (within the past 12 months) demonstrating corporate commitment to meet subcontracting goals/targets by providing SF 294s and SF 295s, for those contracts/projects submitted under Past Performance. The SF 294s and SF 295s are excluded from the Volume 3 page count.
- b. If goals were not met on the SF 294/295s, provide an explanation as to why the goals were not met.

L.2.2.2.6 Relevant Contracts. Relevancy will be determined based on contract references reflecting past and present performance over the past three years which is relevant to the following:

L.2.2.2.6.1 For the prime offerors, relevancy is defined as contracts that are most similar to this overall effort. Some of the factors in determining relevancy include: (1) Technical and (2) Program Management, the diversity of required expertise, scope of performance, magnitude, project complexity, security classification requirements, business management and control processes, contract type(s), number of employees required, special operations support, other DoD support, and some major functional areas as the FTHS Performance Specification, etc. The more the overall effort is similar in all areas, the more relevant it becomes.

L.2.2.2.6.2 For proposed subcontractors/teaming partners, relevancy is defined by that which reflects experience in the area of expertise the subcontractor is projected to actually perform under the FTHS program, (i.e., specific areas in the Performance Specification). If a subcontractor is a ballistic material supplier or non-ballistic impact material supplier and has supplied the same types of materials under a previous contract as either the prime or subcontractor, this would be considered very relevant.

L.2.2.2.6.3 When making the relevancy determination the definitions contained within Table 7 below will be utilized.

SECTION L - Table 7 RELEVANCY CRITERIA TABLE

Very Relevant (VR)
Present/Past Performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant (R)
Present/Past Performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant (SR)
Present/Past Performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant (NR)
Present/Past Performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

L.2.2.3 FACTOR 3 – PRICE (Volume 3)

L.2.2.3.1 The offeror shall submit pricing for all CLINs on RFP Attachment 05 Price Matrix for the entire 5 year ordering period. Offerors must provide proposals for the entire requirement of FTHS. However, if an offeror is proposing a four-size helmet suite, size five in the proposal shall be marked as N/A. Offeror's shall not re-format or remove cells from Attachment 05.

L.2.2.4 CONTRACT DOCUMENTATION & ATTACHMENTS (Volume 4)

The proposal shall include a completed and signed copy of the Standard Form (SF) 33 to include Sections A through K with appropriate "fill-ins" completed and each amendment, if applicable, either acknowledged (SF 33 block 14) or signed and returned.

L.2.2.4.1 Representations, Certifications, and other Statements of Offerors. The offeror shall provide completed representations, certifications, acknowledgments, and statements requiring explanation or instruction.

L.2.2.4.2 Exceptions to Solicitation Requirements. Proposals are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors. Proposals must clearly identify any exception to the solicitation terms and conditions and provide accompanying rationale. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, price and specific requirements of the solicitation. The proposal shall be consistent across all volumes (i.e., the Price volume must be consistent with the Technical Volume and shall reflect the understanding and ability to perform according to the statement of work of the contract). Any apparent inconsistency between the promised performance and Price must be explained.

L.2.2.4.3 Prices for Technical Data

The proposal shall provide an estimated cost for each report/data identified in the Contract Data Requirements List (CDRL) even though they are not separately priced. The Department of Defense (DoD) requires estimates of data in

order to evaluate the cost to the Government of data items in terms of their management, product, or engineering value in accordance with DFARS 215.470. Cost for each “not separately priced” data submission shall include a basis of estimate and be provided IAW 5652.215-9005 Estimated Prices for Data (2000) for evaluation purposes.

L.2.2.4.4 Small Business Subcontracting Plan and Small Business Participation.

FAR 52.219-9 and DFARS 252.219-7003 clauses are included in this solicitation and will be incorporated into any resultant contract. A subcontracting plan is required from all offerors other than small business concerns for proposals exceeding \$700,000 which contain subcontracting opportunities. The plan shall be submitted with the initial proposal and will be concurrently negotiated. If a cost proposal is required by this solicitation, it must relate to, and substantiate, the submissions under FAR 52.219-9(d). The offeror's submission must provide sufficient information to support the Contracting Officer's review of the subcontracting plan to determine if it is acceptable (otherwise an offeror will be ineligible to receive the contract award).

L.2.2.4.5 Small Business Subcontracting Plan. Offerors must comply with all sections of FAR 19.704. This includes:

- a. Each offeror shall describe their corporate commitment in providing subcontracting opportunities for small business, small disadvantaged business, women-owned small business, HUBZone small business (no mandated minimum but should still be addressed), veteran-owned small business, and service disabled veteran-owned small business concerns.
- b. Describe the strength and specificity of each corporate commitment (i.e., what type of commitment, how binding is the commitment, how specific is the commitment to this proposed effort, and what type of work will be included in these subcontracting opportunities from the overall corporate level).
- c. Each offeror shall include a listing of their subcontractors (large and small). For Small Businesses, list the socio-economic category(ies) for each entity.
- d. The NAICS code of 339999 pertains to the prime offeror. The offerors will then be able to determine their subcontractors and the NAICS code for the work that the subcontractor will be performing at the delivery order level. The NAICS code that is listed for the subcontractor must be listed in the subcontractor's profile, i.e., System for Award Management (SAM), or documentation must be provided by the Small Business Administration if the subcontractor does not have a profile in the SAM.

L.2.2.4.6 Small Business and Socio-Economic Program Participation. The offeror shall describe how their subcontracting plan meets or exceeds small business participation minimum goal of 5% of total estimated contract dollars. The offerors' Small Business Subcontracting Plan shall indicate how the subcontracting plan will meet or exceed each category percentage as follows:

CATEGORY	MINIMUM REQUIREMENT
Small business	5%
Small disadvantaged **	.4%
Woman owned**	.4%
HUBZone**	.4%
Service Disabled Veteran Owned**	.4%

**Included in 5%

L.2.3 PHASE III: Government Ballistic/Non-Ballistic Testing

The offeror's Phase I submission of ballistic helmet and non-ballistic helmet PDMs will be used for the testing of this Phase. The Government may procure additional PDMs under a separate and independent purchase order for testing which the offeror shall deliver within 30 days of contract award.

Section M - Evaluation Factors for Award

SECTION M**M.1 BASIS FOR AWARD**

M.1.1 The Government intends to award a single five year Indefinite Delivery Indefinite Quantity (IDIQ) type contract with Firm Fixed Price (FFP) Contract Line Items (CLINs) resulting from this solicitation to the responsible offeror conforming to the solicitation who is determined to represent the best value with appropriate consideration given to the major Factors listed in descending order of importance: Technical/Management, Past Performance, and Price. Technical/Management is significantly more important than Past Performance, which is significantly more important than Price. When combined, Technical/Management and Past Performance are significantly more important than Price. The Government reserves the right to make multiple contract awards. The Government reserves the right to not make any awards.

In addition to other factors, offers will be evaluated on the basis of advantages and disadvantages to the Government that might result from making an award, particularly the risk to the Government from a technical integration, logistics, and administrative cost perspective. The Government will make appropriate tradeoffs when required and select the proposal that is most advantageous to the Government.

Offerors are cautioned that an award may not necessarily be made to the lowest price offeror. Each proposal will be evaluated on technical merit and best overall value to the Government, price and other factors considered.

The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. Absent an immediate award, a competitive range determination will be made in accordance with FAR 15.306(c) to limit discussions to the number that will permit an efficient competition among the most highly rated offerors.

Proposals must provide adequate information to enable the Government evaluators to determine the offeror's capability to meet the Government's requirements. Any exceptions to the solicitation's terms and conditions must be fully explained and justified. Offeror's are cautioned that mere repetition of the Government's requirements without explanation or demonstration of how the proposal shall meet the Government's requirements may be considered a deficiency. Offerors are cautioned that a deficiency in the factor, subfactor, element, or other element of the evaluation may be grounds for exclusion of the proposal from further consideration for award.

To arrive at a source selection decision, the Source Selection Authority will perform an integrated assessment using the evaluation areas described in Section M. This may result in awards being made to the higher rated, potentially higher priced offeror(s).

M.1.2 EVALUATION PHASES, FACTORS, SUBFACTORS, and ELEMENTS: Proposals will be evaluated in three phases.

PHASE I: Go/No-Go Criteria and Product Demonstration Models (PDMs).

PHASE II. Only the proposal(s) and PDMs passing the Go/No-Go Criteria in Phase I will be evaluated in this phase. The Technical/Management Factor (Factor 1) is significantly more important than the Past Performance Factor (Factor 2), which is significantly more important than the Price Factor (Factor 3). With regard to Factor 1, Subfactor 1 (Ballistic Helmet) is more important than Subfactor 2 (Non-Ballistic Helmet). With regard to Subfactor 1, Element 1 is significantly more important than Element 2 which is significantly more important than Element 3 which is significantly more important than Element 4. With regard to Subfactor 2, Element 1 is significantly more important than Element 2 which is significantly more important than Element 3 which is significantly more important than Element 4:

FACTOR 1 – TECHNICAL / MANAGEMENT

Subfactor 1 – Ballistic Helmet

- Element 1: Ballistic Helmet Limited User Evaluation
- Element 2: Ballistic Helmet Weight
- Element 3: Ballistic Helmet Technical Approach and Independent Test Data
- Element 4: Ballistic Helmet Delivery Schedule and Production Capacity/Capability

Subfactor 2 – Non Ballistic Helmet

- Element 1: Non Ballistic Helmet Limited User Evaluation
- Element 2: Non Ballistic Helmet Weight
- Element 3: Non Ballistic Helmet Technical Approach and Independent Test Data
- Element 4: Non Ballistic Helmet Delivery Schedule and Production Capacity/Capability

FACTOR 2 – PAST PERFORMANCE**FACTOR 3 – PRICE**

PHASE III: Government Ballistic/Non-Ballistic Testing. Only proposals determined to be within the Competitive Range will be evaluated in this phase.

M.2. EVALUATION CRITERIA

M.2.1 PHASE I: Go/No-Go Criteria and Product Demonstration Models (PDMs). (Volume 1) Phase I is a Go/No-Go evaluation conducted in accordance with RFP Attachment 2 Go/No-Go Matrix criteria. The Government will evaluate the content of the offeror's Go/No-Go proposal and PDMs to determine whether it meets the Government requirements in accordance with the criteria identified in RFP Attachment 2. Any proposal not meeting all Go/No-Go Criteria characteristics will constitute failure of the entire proposal and will be removed from further consideration of award without Phase II and Phase III Government evaluation. If an offeror fails a single Go/No-Go characteristic, the Government will immediately eliminate the offeror without completing the remaining Go/No-Go evaluation. Only proposals passing all of the Go/No-Go criteria will be considered for a Phase II evaluation.

M.2.2 PHASE II**M.2.2.1 FACTOR 1: TECHNICAL/MANAGEMENT (Volume 1)**

The Technical Area proposals shall be evaluated and rated using the evaluation ratings in accordance with 2016 DoD Source Selection Procedures dated 31 March 2016 using a combined technical and risk rating. Element ratings will be rolled up to overall Subfactor ratings; Subfactor ratings will be rolled up to an overall Factor rating.

M.2.2.1.1 Subfactor 1: Ballistic Helmet

- **M.2.2.1.1.1 Element 1: Ballistic Helmet Limited User Evaluation (LUE).** Under this element, the PDMs shall be examined to determine the extent to which they meet operational suitability and effectiveness in accordance with RFP Attachment 1, Performance Specification FTHS-Ballistic and Non-Ballistic Helmets, sections 3.3, 3.4, 3.4.1, 3.4.2, 3.7, 3.15, 3.16, 3.17, 3.18, 3.19, 3.19.1, 3.20.1, 3.20.3, and 3.21. The PDMs shall be evaluated in the Ballistic Helmet System configuration as specified in RFP Attachment 1, Performance Specification FTHS-Ballistic and Non-Ballistic Helmets, section 1.2, Table 3. In addition, the retention, suspension, accessory rails and VAS shroud shall be examined to ensure they are compatible with the non-Ballistic Helmet System. The Government will conduct a LUE in accordance with Attachment 03 Test Plan. PDMs will be rated on an Outstanding, Good, Acceptable and Unacceptable based on the following areas in accordance with Attachment 03:
 - Equipment integration/compatibility
 - Comfort/stability/weight distribution/adjustability
 - Sizing/fitting
 - Visual Augmentation System eye alignment
 - Ability to effectively accomplish mission/task
 - Ability to use in all relevant operational scenarios
 - Durability
 - Situational awareness
 - Maintenance at operator level
 - Signature Management

M.2.2.1.1.2 Element 2: Ballistic Helmet PDM Weight. Under this element, the Government will evaluate the extent to which the offeror's PDMs meet the Government weight requirements. The PDMs will be examined by technical representatives and each PDM selected will be weighed in accordance with RFP Attachment 1, Performance Specification FTHS-Ballistic and Non-Ballistic Helmets, section 3.9, and Appendix F. A Government representative will randomly select 3 PDMs of each size supplied by the offeror and an average weight shall be calculated for each size in accordance with RFP Attachment 1, Performance Specification FTHS-Ballistic and Non-Ballistic Helmets, section 3.9 and Appendix F. An average PPAH shall be calculated for each size in accordance with RFP Attachment 1, Performance Specification FTHS-Ballistic and Non-Ballistic Helmets, section 3.15.1, and Appendix A. The Government shall assign a color rating for each size in accordance with RFP Attachment 1,

Performance Specification FTHS-Ballistic and Non-Ballistic Helmets, section 3.9 and Appendix F, as well as Table 1 below. The overall color rating for this element shall be the lowest rating of all sizes.

Table 1: Weight Evaluation Banding

Weight Banding	
Red-Unacceptable	Weight > Baseline
Green-Acceptable	0-5% Weight Reduction
Purple-Good	5.1-10% Weight Reduction
Blue-Outstanding	10.1% Weight Reduction and greater

M.2.2.1.1.3 Element 3: Ballistic Helmet Technical Approach and Independent Test Data.

The Government will evaluate the offeror's technical proposal, PDMs, and independent laboratory test data, literature, and technical specification sheets related to the performance of these items to determine the extent to which it meets the requirements in the RFP Attachment 1, Performance Specification FTHS-Ballistic and Non-Ballistic Helmets, sections 1.2, 3.1.2, 3.1.3, 3.1.4, 3.2, 3.3, 3.4, 3.4.1, 3.4.2, 3.5, 3.6, 3.6.1, 3.7, 3.7.1, 3.7.2, 3.8, 3.8.1, 3.8.1.1, 3.8.1.2, 3.8.2, 3.8.2.1, 3.8.2.2, 3.10, 3.11, 3.12, 3.13, 3.14.1, 3.14.2, 3.15, 3.15.1, 3.16, 3.17, 3.18, 3.20, 3.20.1, 3.20.2, 3.20.3, Appendix A, Appendix C, Appendix D, and Appendix E.

The Government will evaluate the offeror's independent test data to determine the extent to which it meets the requirements in the Performance Specification. All data must be complete and in accordance with the above sections in the RFP Attachment 1, Performance Specification FTHS-Ballistic and Non-Ballistic Helmets.

The Government will evaluate the extent to which the offeror's proposed Configuration Management Plan meets the requirements in RFP Attachment 1, Performance Specification, section 3.26. In addition, the Government will evaluate the extent to which the offeror's proposed Quality Assurance Plan meets the requirements in RFP Attachment 1, Performance Specification, section 3.27. The plan will be evaluated for its maturity and effectiveness at assuring defect free products are manufactured and delivered to the Government throughout the life of the contract. The inspection plans, Acceptable Quality Levels (AQLs) and audits will be evaluated to ensure adequate, clear and effective procedures are in place that can distinguish a conforming product from a non-conforming product. Inspections will be further evaluated to ensure that the offeror has a clear and systemic process in place to aid in the inspection of materials, production lines and implementing corrective actions.

M.2.2.1.1.4 Element 4: Ballistic Helmet Delivery Schedule and Production Capacity/Capability.

The offeror's proposal will be evaluated to ensure the offeror has the necessary facilities, resources, supply chain, and processes in place to consistently, continually, and successfully manage, manufacture, and make required on-time delivery in accordance with the requirements of this RFP throughout the contract period of performance and any warranty periods.

The offeror's proposal and PDMs will also be evaluated to determine the extent to which it meets the requirements in RFP Section F, FAR clause 52.211-9 and RFP Attachment 1, Performance Specification FTHS-Ballistic and Non-Ballistic Helmets section 3.19.2, 3.19.3, 3.22, 3.25.1, 3.25.2, 3.25.3, 3.30, and 4.1.

Additionally, the Government will evaluate the extent to which small business firms are specifically identified in the proposal, the extent of commitment to small business firms, and the complexity and variety of the work small business firms are proposed to perform.

M.2.2.1.2 Subfactor 2: Non Ballistic Helmet

M.2.2.1.2.1 Element 1: Non Ballistic Helmet Limited User Evaluation (LUE). Under this element, the PDMs shall be examined to determine the extent to which they meet operational suitability and effectiveness in accordance with RFP Attachment 1, Performance Specification FTHS-Ballistic and Non-Ballistic Helmets, sections 3.3, 3.4, 3.7, 3.15, 3.16, 3.17, 3.18, 3.19, 3.19.1, 3.20.1, 3.20.3, and 3.21. The PDMs shall be evaluated in the Non-Ballistic Helmet System configuration as specified in RFP Attachment 1, Performance Specification FTHS-Ballistic and Non-Ballistic Helmets, section 1.2, Table 3. In addition, the retention, suspension, accessory rails and VAS shroud shall be examined to ensure they are compatible with the Ballistic Helmet System. The Government will conduct a LUE in accordance with Attachment 03 Test Plan. PDMs will be evaluated on an Outstanding, Good, Acceptable and Unacceptable basis in the following areas in accordance with Attachment 03:

- Comfort/stability/weight distribution/adjustability
- Sizing/fitting
- Visual Augmentation System eye alignment
- Ability to effectively accomplish mission/task
- Ability to use in all relevant operational scenarios

- Durability
- Situational awareness
- Maintenance at operator level
- Signature management

M.2.2.1.2.2 Element 2: Non Ballistic Helmet PDM Weight. Under this element, the Government will evaluate the extent to which the offeror's PDMs meet the Government weight requirements. The PDMs will be examined by technical representatives and each PDM selected will be weighed in accordance with RFP Attachment 1, Performance Specification FTHS-Ballistic and Non-Ballistic Helmets, section 3.9 and Appendix F. A Government representative will randomly select 3 PDMs of each size supplied by the offeror and an average weight shall be calculated for each size in accordance with RFP Attachment 1, Performance Specification FTHS-Ballistic and Non-Ballistic Helmets, section 3.9 and Appendix F. An average PPAH shall be calculated for each size in accordance with RFP Attachment 1, Performance Specification FTHS-Ballistic and Non-Ballistic Helmets, section 3.15.1 and Appendix A. The Government shall assign a color rating for each size in accordance with RFP Attachment 1, Performance Specification FTHS-Ballistic and Non-Ballistic Helmets, section 3.9 and Appendix F, as well as Table 2 below. The overall color rating for this element shall be the lowest rating of all sizes.

Table 2: Weight Evaluation Banding

Weight Banding	
Red-Unacceptable	Weight > Baseline
Green-Acceptable	0-5% Weight Reduction
Purple-Good	5.1-10% Weight Reduction
Blue-Outstanding	10.1% Weight Reduction and greater

M.2.2.1.2.3 Element 3: Non Ballistic Helmet Technical Approach and Independent Test Data.

The Government will evaluate the offeror's technical proposal, PDMs, and independent laboratory test data, literature, and technical specification sheets related to the performance of these items to determine the extent to which it meets the requirements in the RFP Attachment 1, Performance Specification FTHS-Ballistic and Non-Ballistic Helmets, sections 1.2, 3.3, 3.4, 3.4.1, 3.4.2, 3.5, 3.6, 3.6.1, 3.7, 3.7.1, 3.7.2, 3.10, 3.15, 3.15.1, 3.16, 3.17, 3.18, 3.20, 3.20.1, 3.20.2, 3.20.3, Appendix A, Appendix C, Appendix D, and Appendix E.

The Government will evaluate the offeror's independent test data to determine the extent to which it meets the requirements in the Performance Specification. All data must be complete and in accordance with the above sections in the RFP Attachment 1, Performance Specification FTHS-Ballistic and Non-Ballistic Helmets.

The Government will evaluate the extent to which the offeror's proposed Configuration Management Plan meets the requirements in RFP Attachment 1, Performance Specification, section 3.26. In addition, the Government will evaluate the extent to which the offeror's proposed Quality Assurance Plan meets the requirements in RFP Attachment 1, Performance Specification, section 3.27. The plan will be evaluated for its maturity and effectiveness at assuring defect free products are manufactured and delivered to the Government throughout the life of the contract. The inspection plans, Acceptable Quality Levels (AQLs), and audits will be evaluated to ensure adequate, clear and effective procedures are in place that can distinguish a conforming product from a non-conforming product. Inspections will be further evaluated to ensure that the offeror has a clear and systemic process in place to aid in the inspection of materials, production lines, and implementing corrective actions.

M.2.2.1.2.4 Element 4: Non Ballistic Helmet Delivery Schedule and Production Capacity/Capability.

The offeror's proposal will be evaluated to ensure the offeror has the necessary facilities, resources, supply chain, and processes in place to consistently, continually, and successfully manage, manufacture, and make required on-time delivery in accordance with the requirements of this RFP throughout the contract period of performance and any warranty periods.

The offeror's proposal and PDMs will also be evaluated to determine the extent to which it meets the requirements in RFP Section F, FAR clause 52.211-9 and RFP Attachment 1, Performance Specification FTHS-Ballistic and Non-Ballistic Helmets section 3.19.2, 3.19.3, 3.22, 3.25.1, 3.25.2, 3.25.3, 3.30, and 4.1.

Additionally, the Government will evaluate the extent to which small business firms are specifically identified in the proposal, the extent of commitment to small business firms, and the complexity and variety of the work small business firms are proposed to perform.

M.2.2.2 FACTOR 2: PAST PERFORMANCE (Volume 2). The Past Performance evaluation considers the offeror's (including prime and subcontractor) demonstrated record of performance in providing similar and/or related contracts, in terms of size, scope, and technical complexity, for the last three years. Emphasis will be placed on recent, relevant experience as defined in Section L. During the source selection process, the Government will assess the relative risk associated with each offeror's past performance.

M.2.2.2.1 The Government will conduct an in-depth review and evaluation of all performance data obtained to determine how closely the work performed under those efforts relates to the current requirement. The performance evaluation will be based on the data gathered by information sheets, questionnaires, Individual Subcontracting Report data base (eSRS), and/or the Contractor Performance Assessment Reporting System (CPARS) reports as available through the Past Performance Retrieval System (PPIRS). The Government is not limited to these resources. Offerors are cautioned that the Government may also use data obtained from other sources. Since the Government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offeror to explain the relevance of the data provided. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of proving good past performance rests with the offeror. If no relevant historical or current data exists then the procedures of FAR 15.305(a)(2)(iv) will apply.

M.2.2.2.2 The Government will evaluate the past performance efforts (that meet the recency and relevancy criteria in Section L) in order to determine the Government's overall level of confidence in the offeror's ability to successfully perform the required effort. In the Government's evaluation of the offeror's proposal, the following aspects will be considered: Schedule Planning and Control, Quality Assurance, and Customer Service. This includes administrative aspects of performance, offeror's history for reasonable and cooperative behavior, and commitment to customer satisfaction and the offeror's professionalism and concern for customer interests, as well as, the offeror's ability to meet delivery schedules. The results of this evaluation will form the basis of the offeror's Confidence Rating. The Confidence Ratings with definitions that will be utilized are contained within the 2016 DoD Source Selection Procedures dated 31 March 2016.

M.2.2.2.3 Contractor must clearly state in the proposal if they have no relevant prior past performance. If left blank, the proposal will be considered "deficient" and may result in exclusion of the offeror's proposal from consideration from award.

M.2.2.3 FACTOR 3: PRICE (Volume 3). Price will be evaluated in order to determine that it is complete and balanced, as well as fair and reasonable IAW FAR 15.404 to include ensuring it is commensurate with the Technical proposal and the price is not unrealistically low or unreasonably high without valid explanation.

M.2.2.3.1 Total Evaluated Price (TEP). A TEP will be calculated for evaluation purposes and the proposal will be evaluated for completeness, realism, and reasonableness. For purposes of calculating a TEP, a quantity of 1 each is identified within Attachment 05 for each system variant. Therefore, the proposed price for each color variant of a system (CLIN) will be added together then divided by the number of sizes proposed in order to calculate an average price for each color item. For example, CLIN 1002 within Attachment 05 has variants identified as items 100201-100235. Proposed prices for items 100201-100205 (Ballistic Helmet, 3-hole, Carc tan) will be added together and divided by the number of sizes proposed to give an average price for Ballistic Helmet, 3-hole, Carc tan. This will be repeated for all other colors for each CLIN. The average color prices of each CLIN will be added together to derive a total CLIN price for a given year. If there are no color variants of a certain CLIN, the average price of all the items within that CLIN shall be calculated. If a CLIN only has one item within it, the price of that item is the total CLIN price for a given year. The total CLIN price for each year will be added together (across years 1-5) in order to derive a total CLIN TEP. Each total CLIN TEP will be added together to derive the overall proposal TEP.

M.2.2.3.1.1 Complete and Balanced Pricing: The proposal will be evaluated to ensure that prices are submitted for all CLINs. The Contracting Officer shall ensure the proposal contains prices for all data items (even those not separately priced). All proposals will be evaluated for unbalanced pricing in accordance with FAR 15.404-1(g). Offerors are cautioned that unbalanced prices may be grounds for exclusion of a proposal from consideration for award.

M.2.2.3.1.2 Price Realism. The Government will use price realism in the competition to assess the risk of poor performance in an offeror's approach and/or to measure an offeror's understanding of the solicitation's technical requirements and risks inherent in the performance specification. Price will be evaluated in order to determine that it is not unrealistically low.

M.2.2.3.1.3 Price Reasonableness. Since adequate competition is anticipated, the Government will conduct a price analysis IAW FAR 15.404-1(b) to determine reasonableness. Price will be evaluated in order to determine that it is fair and reasonable IAW FAR 15.404 to include ensuring the price is not unreasonably high without valid explanation.

In the event the Government requires other than cost and pricing data, it shall be evaluated IAW FAR 15.404-1.

M.2.2.4 CONTRACT DOCUMENTATION & ATTACHMENTS (Volume 4)

M.2.2.4.1 Contract documentation and attachments shall be submitted in accordance with the instructions in the RFP. The entire proposal (Volume 1 through 4) will be evaluated to determine the extent to which Offerors are required to meet all solicitation requirements including terms and conditions, representations and certifications and technical requirements, in addition to those identified as factors. Proposals will be evaluated to ensure the offeror has clearly identified any exception to the solicitation terms and conditions and provide complete accompanying rationale and that all volumes are accounted for. All volumes must be perfectly cohesive (i.e., the Price volume must be consistent with the Technical Volume and shall reflect the understanding and ability to perform according to the statement of work of the contract). Any notable findings affecting Technical, Past Performance, and Price factors from the Government's assessment of the Contract Documentation & Attachments Volume will be captured under the applicable Factor above. The Government reserves the right to determine any such exceptions or inconsistencies as unacceptable.

M.2.2.4.2 Prices For Technical Data. The estimated prices with the basis for each report/data identified in the Contract Data Requirements List (CDRL) is required in order to evaluate the cost to the Government of data items in terms of their management, product, or engineering value in accordance with DFARS 215.470.

M.2.2.4.3 Small Business Subcontracting Plan. The offeror's Small Business Subcontracting Plan will be evaluated to ensure that it meets the minimum requirements in FAR Part 19.704 addressing every subpart (a) (1) through (a) (11) and minimum mandated percentages in Section L. This plan will become part of any resultant contract award as an attachment.

M.2.3 PHASE III: Government Ballistic/Non-Ballistic Testing.

M.2.3.1 In accordance with FAR 15.306(d)(5), only the most highly rated proposals will be subjected to test and evaluation in accordance with RFP Attachment 1, Performance Specification FTHS-Ballistic and Non-Ballistic Helmets Appendix C, First Article Test Matrix. Failure to meet the threshold requirements for any test condition may result in removal of the entire proposal from further consideration for award. In addition, failure to meet a threshold requirement may result in the Government terminating remaining testing and not testing the remainder of the PDMs and removal of the Proposal from further consideration for award.